

**ORDER AUTHORIZING OFFICIAL COMMITTEE OF UNSECURED CREDITORS  
OF COMMONWEALTH OF PUERTO RICO TO EMPLOY AND RETAIN ZOLFO  
COOPER, LLC AS FINANCIAL ADVISOR, EFFECTIVE AS OF JUNE 27, 2017**

<sup>2</sup> Capitalized terms not defined herein shall have the meanings ascribed to them in the Application.

the Application in this district is proper pursuant to section 307(a) of PROMESA; (iii) the Committee provided due and proper notice of the Application and no other or further notice need be provided; (iv) it appearing that Zolfo Cooper is “disinterested” and eligible for retention pursuant to sections 101(14) of the Bankruptcy Code, (v) the terms of the engagement pursuant to the Engagement Letter and as modified herein, are reasonable and appropriate; and (vi) this Court having determined that the relief requested in the Application is necessary and in the best interests of the Committee and its members; and after due deliberation, and sufficient cause appearing therefor, it is hereby ORDERED THAT:

1. The Application is APPROVED.
2. In accordance with section 1103 of the Bankruptcy Code, made applicable to the Title III Cases pursuant to section 301(a) of PROMESA, the Committee is authorized to employ and retain Zolfo Cooper as its financial advisors under the terms and for the purposes set forth and as requested in the Application, the Flaton Declaration and the Engagement Letter as modified herein.
3. Zolfo Cooper is authorized to perform the services enumerated in the Application and the Flaton Declaration. The terms of the Engagement Letter are approved and Zolfo Cooper shall be entitled to be compensated and reimbursed for the services identified in the Engagement Letter and Application, pursuant to PROMESA sections 316 and 317, the applicable Bankruptcy Rules, the Local Rules of this Court, and such orders as the Court may direct.
4. Zolfo Cooper’s fees for services will be based on Zolfo Cooper’s standard hourly rates, plus reasonable and necessary expenses, as set forth in the Application, Flaton Declaration and Engagement Letter. Zolfo Cooper shall be compensated in accordance with and will file interim and final fee applications for allowance of its compensation and expenses in accordance

with any compensation order entered by this court. Zolfo Cooper has agreed to reduce its fees by an amount equal to 20% of the total fees sought to be paid in connection with its final fee application; for the avoidance of doubt the precise fees to be waived pursuant to this voluntary reduction will be designated by Zolfo Cooper (in its sole discretion), with such designation to be made in connection with the final fee application process. Pursuant to Bankruptcy Code section 503(b)(1), made applicable by PROMESA section 301(a), the fees and expenses of Zolfo Cooper under this Order shall be an administrative expense of the Debtors.

5. The Commonwealth, and any other Title III debtor for which the Committee acts as the official committee of unsecured creditors shall be responsible for such compensation and reimbursement of expenses and have consented to pay Zolfo Cooper's fees and expenses within twenty-eight days of allowance by the Court or as provided in any interim compensation order. The Oversight Board, in accordance with PROMESA section 305, has consented to the Commonwealth's (and any other Title III debtor(s) (if any) for which the Committee acts as the official committee of unsecured creditors) payment as provided in this Order.

6. Such payments shall be made net of any withholding or other applicable taxes, and Zolfo Cooper shall indicate in its periodic fee statements whether there has been any increase in the rates set forth in the Application. Under no circumstances shall the Committee members be responsible for payment of Zolfo Coopers' fees and expenses.

7. The Committee and Zolfo Cooper are authorized and empowered to take all necessary actions to implement the relief granted in this Order.

8. This Court shall retain jurisdiction with respect to all matters arising from or related to this Order or Zolfo Cooper's services for the Committee.

9. To the extent there is an inconsistency between this Order, the Engagement Letter and the Application, the terms of this Order shall govern.

10. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

11. This order resolves docket entry no. 615.

SO ORDERED.

Dated: August 10, 2017

/s/ Laura Taylor Swain  
LAURA TAYLOR SWAIN  
United States District Judge